

OVERHEAD LOADING FACTOR WORKSHEET

<u>ARMIS LINE</u>	<u>DESCRIPTION</u>	<u>TOTAL TRAFFIC SENSITIVE (000)</u>
5026	COE MAINTENANCE	12,911
5076	CABLE & WIRE MAINTENANCE	1,846
6010	NETWORK OPERATIONS	15,132
7320	CUSTOMER OPERATIONS TOTAL	13,676
6030	DEPRECIATION - SWITCHING	19,195
6050	DEPRECIATION - TRANSMISSION	6,684
6070	DEPRECIATION - CABLE & WIRE	1,606
	RETURN + TAXES (SEE BELOW)	33,432
	SUBTOTAL EXPENSES, RETURN AND TAXES	104,482
	DIRECT INVESTMENT	325,358
	RATIO: DIRECT ANNUAL COST FACTOR	0.3211

RETURN AND TAXES

8007	STATE TAX	10,280
8020	FEDERAL TAX	5,994
8044	<u>RETURN</u>	23,000
	TAXES/RETURN RATIO	0.7076
8040	TOTAL AVERAGE NET INVESTMENT	232,135
	<u>x AUTHORIZED ROR (11.25%)</u>	<u>11.25%</u>
	= NET RETURN	26,115
	<u>TAXES/RETURN RATIO</u>	<u>0.7076</u>
	TAXES	18,478
	NET RETURN	26,115
	<u>TAXES</u>	<u>18,478</u>
	RETURN + TAXES	44,593
	<u>DIRECT INVEST/TOTAL INVEST</u>	<u>0.7497</u>
	DIRECT RETURN AND TAXES	33,432

RTE-1**RATE DEVELOPMENT**

	<u>Rate Element</u>	<u>Source</u>	<u>Value</u>
	<u>800 to POTS Number Translation</u>		
1	Direct Cost	COS-3	0.0008
2	Overhead Loading Factor	COS-6	1.4601
3	Upper Limit	Line 1 * Line 2	0.0012
4	Recurring Rate	RTE-2	0.0012
5	Ratio of Rate to Upper Limit	Line 4/Line 3	1.00
6	Ratio of Rate to Direct Cost	Line 4/Line 1	1.50
	<u>Routing Options Capabilities</u>		
1	Direct Cost	COS-4	0.0009
2	Overhead Loading Factor	COS-6	1.4601
3	Upper Limit	Line 1 * Line 2	0.0013
4	Recurring Rate	RTE-2	0.0013
5	Ratio of Rate to Upper Limit	Line 4/Line 3	1.00
6	Ratio of Rate to Direct Cost	Line 4/Line 1	1.48
	<u>Routing Options Activation</u>		
1	Direct Cost	COS-3	41.18
2	Overhead Loading Factor	COS-6	1.4601
3	Upper Limit	Line 1 * Line 2	60.13
4	Recurring Rate	RTE-2	50.00
5	Ratio of Rate to Upper Limit	Line 4/Line 3	0.83
6	Ratio of Rate to Direct Cost	Line 4/Line 1	1.21

INFORMATION REQUEST FOR 800 DATABASE SERVICE EXOGENOUS COSTS

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
	Land Acct2111	Buildings Acct2121	General Purpose Computers Acct2124	Analog Switching Acct2211	Digital Switching Acct2212	Radio System Acct2231	Circuit Equipment Acct2232	Other Terminal Equipment Acct2362	Poles Acct2411	Aerial Cable Acct2421	Underground Cable Acct2422	Buried Cable Acct2423	Intnl Bldg Network Cable Acct2426	Aerial Wire Acct2431	Conduit Systems Acct2441	Total
J. Unit Cost and Investment																
STP/SCP Signalling Link																
Unit Investment																
Unit Costs																
Depreciation																
Net Return																
Federal Income Tax																
State & Local Income Tax																
Maintenance																
Administration																
Other Tax																
Other Direct Expense																
Overhead Loadings																
Total																
Local STP/Regional STP Signalling Link																
Unit Investment																
Unit Costs																
Depreciation																
Net Return																
Federal Income Tax																
State & Local Income Tax																
Maintenance																
Administration																
Other Tax																
Other Direct Expense																
Overhead Loadings																
Total																
SCP/SMS Signalling Link																
Unit Investment																
Unit Costs																
Depreciation																
Net Return																
Federal Income Tax																
State & Local Income Tax																
Maintenance																
Administration																
Other Tax																
Other Direct Expense																89407
Overhead Loadings																
Total																89407
SCP																
Unit Investment					500000											
Unit Costs																
Depreciation					26114											26114
Net Return					50531											50531
Federal Income Tax					24520											24520
State & Local Income Tax					9371											9371
Maintenance																
Administration																440356
Other Tax																
Other Direct Expense																
Overhead Loadings																
Total					110536											560862
																See Note 1 and 2 on pg. A-3
Tandem Switch																
Unit Investment																
Unit Costs																
Depreciation																
Net Return																
Federal Income Tax																
State & Local Income Tax																
Maintenance																
Administration																
Other Tax																
Other Direct Expense																
Overhead Loadings																
Total																

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Land Acct 2111	Buildings Acct 2121	General Purpose Computers Acct 2126	Analog Switching Acct 2211	Digital Switching Acct 2212	Radio System Acct 2231	Circuit Equipment Acct 2232	Other Terminal Equipment Acct 2362	Poles Acct 2411	Aerial Cable Acct 2421	Underground Cable Acct 2422	Buried Cable Acct 2423	IntraBldg Network Cable Acct 2428	Aerial Wire Acct 2431	Conduit Systems Acct 2441	Total

SSP

Unit Investment															
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Unit Cost															
Depreciation															
Net Return															
Federal Income Tax															
State & Local Income Tax															
Maintenance															
Administration															
Other Tax															
Other Direct Expense															
Overhead Loading															
Total															

II. Jurisdictional Separations

STP/SCP Signalling Link

Total Investment															
Total Company															
Subject to Separation															
State 800 Database															
State Other															
Interstate 800 Database															
Interstate Other															

Method of Assignment															
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Local STP/Regional STP Signalling Link

Total Investment															
Total Company															
Subject to Separation															
State 800 Database															
State Other															
Interstate 800 Database															
Interstate Other															

Method of Assignment															
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SCP/SMS Signalling Link

Total Investment															
Total Company															
Subject to Separation															
State 800 Database															
State Other															
Interstate 800 Database															
Interstate Other															

Method of Assignment															
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SCP

Total Investment					500000										
Total Company															
Subject to Separation															
State 800 Database															
State Other															
Interstate 800 Database					500000										
Interstate Other															500000

Method of Assignment					Direct										
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Land Acct 2111	Buildings Acct 2121	General Purpose Computers Acct 2124	Analog Switching Acct 2211	Digital Switching Acct 2212	Radio System Acct 2231	Circuit Equipment Acct 2232	Other Terminal Equipment Acct 2362	Poles Acct 2411	Aerial Cable Acct 2421	Underground Cable Acct 2422	Buried Cable Acct 2423	IntraBldg Network Cable Acct 2428	Aerial Wire Acct 2431	Conduit Systems Acct 2441	Total

Tandem Switch

Total Investment															
Total Company															
Subject to Separation															
State 800 Database															
State Other															
Interstate 800 Database															
Interstate Other															

Method of Assignment

88P

Total Investment															
Total Company															
Subject to Separation															
State 800 Database															
State Other															
Interstate 800 Database															
Interstate Other															

Method of Assignment

A
Total

III. Demand

800 Database Queries

State 800 Database	
State Other	
Interstate 800 Database	
Interstate Other	
Base Period Demand	315602000
Estimated Demand	
Time Period	
Discount Rate	

Note 1: SCP Total Administrative of \$440,358=

Annual expense: Maintenance, NASC, Bellcore	\$437,131
INOC & DSAC start-up expense amortized over 5 years	\$3,185
Total	\$440,358

Note 2: Start-up expense that is not investment-related

Billing system updates amortized over 5 years	\$125,824
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**AGREEMENT FOR SERVICES PROVIDED FROM THE
800 NUMBER ADMINISTRATION AND SERVICE CENTER
TO SERVICE CONTROL POINT OWNERS/OPERATORS**

1. BACKGROUND.

1.1 The parties to this Agreement are:

(a) BELL COMMUNICATIONS RESEARCH, INC. (BELLCORE), a Delaware corporation, having its principal office at 290 West Mount Pleasant Avenue, Livingston, New Jersey 07039;

and

(b) THE SOUTHERN NEW ENGLAND TELEPHONE COMPANY (COMPANY), a Connecticut corporation, having its principal office at 227 Church Street, New Haven, Connecticut 06511.

1.2 BELLCORE has developed a Service Management System for 800 Service (SMS/800). BELLCORE will operate the SMS/800 on an interim basis. The basic system architecture diagram of the SMS/800 and its connection to Service Control Points (SCPs) are shown in Attachment 1. The SMS/800 will provide COMPANY with the following:

- (a) 800 Service Provider customer record downloading to COMPANY's SCPs and maintaining record consistency; and
- (b) the ability to perform SCP node and 800 application administration and network management functions.

1.3 BELLCORE will provide administrative and administrative support services for the SMS/800 Data Base Service from its Number Administration and Service Center (NASC). The NASC will provide COMPANY:

- (a) access to the SMS/800;
- (b) assistance in analysis and resolution of problem conditions encountered in interfacing with the SMS/800; and
- (c) assistance in 800 system support, contract administration, and NASC access billing.

2. DEFINITIONS

- 1. "BELLCORE services" as used in this document means the SMS/800 Data Base Service, as developed by BELLCORE, the BELLCORE-administered NASC providing SMS/800 administrative service, and the Kansas City Data Center (KCDC) providing SMS/800 administrative support service under contract to BELLCORE.
- 2. "Number Administration and Service Center (NASC)" means the BELLCORE facility presently located in Morristown, New Jersey, that administers the SMS/800, or such other facility as BELLCORE may, from time to time, utilize for that purpose.

3. "Service Management System (SMS/800)" means the operations and administrative support system used, among other functions, for the creation and maintenance of 800 call processing records, and for the application administration and network management.
4. "Service Control Point (SCP)" means a transaction processor-based system which hosts the network database services applications for processing calls to 800 numbers using the call processing records which have been downloaded from the SMS/800.
5. "SCP/800" means the 800 application data base - Call Management Services Data Base (CMSDB) and the 800 application software on the SCP node.
6. "Service Switching Point (SSP)" means the computerized switch in the telephone network that distinguishes dialed 800 calls from ordinary telephone calls, and then communicates with SCPs for information on how the 800 calls should be routed.
7. "Signal Transfer Point (STP)" means the packet switch in a common channel signaling network used to route signaling information between SCPs and other network nodes in processing an 800 call.
8. "800 Service Provider" means an entity which accesses the SMS/800 to (a) search for and reserve 800 numbers and (b) create and maintain 800 number customer files, including call processing records for exchange and exchange access 800 service.

3. RESPONSIBILITIES OF BELLCORE

3.1 BELLCORE will download the 800 call processing records created in the SMS/800 to SCP node(s) based on the area of service and effective date indicated in the record, as described in Attachment 2.

3.2 BELLCORE will provide assistance so that the records in the SCP are compatible with the records at the SMS/800. BELLCORE will provide COMPANY assistance with emergency measures to restore the SCP database to the same order as the corresponding records in the SMS/800 database.

3.3 BELLCORE will provide COMPANY the capability to monitor the SMS/800 to SCP interface, and will notify COMPANY of interface problems detected by BELLCORE.

3.4 BELLCORE will assign COMPANY log-on identification codes to the SMS/800, to permit COMPANY to perform SCP node and SCP/800 application administration and network management functions through the SMS/800.

3.5 BELLCORE will provide COMPANY the ability to: maintain tables of SCP node and 800 application definitions, capabilities to monitor SCP status, and control of customer call sampling for the purpose of SCP/800 application administration.

3.6 BELLCORE will implement a security system for the SMS/800 with the intent that COMPANY's Proprietary Information will be accessible only to COMPANY and BELLCORE. BELLCORE will maintain the security system in reasonable conformity with standard industry practices for the protection of proprietary information accessible by computer. BELLCORE will furnish COMPANY with information outlining the SMS/800's security systems and explaining COMPANY's security responsibilities.

3.7 BELLCORE will provide COMPANY the capabilities to control network management parameters in the SMS/800 to manage 800-service traffic routed to the SCP for the purpose of 800-service network management.

3.8 BELLCORE will provide training and documentation for the SMS/800 as described in Attachment 2.

3.9 BELLCORE will provide SMS/800 software support and maintenance, including: requirements, development, testing and installation of software modifications as more fully described in Attachment 2.

3.10 BELLCORE will assist COMPANY in the analysis and resolution of SMS/800 problem conditions.

3.11 BELLCORE will provide COMPANY assistance in SMS/800 system support, contract administration, and NASC access billing support.

3.12 BELLCORE represents that the SMS/800 contains security systems reasonably designed to prevent the transmission to COMPANY's SCPs of signals, data or other information that will damage or interfere with the operation of COMPANY's SCP or related elements of COMPANY's communications network, and agrees to provide a written summary of those security systems to COMPANY within thirty (30) days of the effective date hereof. BELLCORE and COMPANY shall meet at reasonable intervals, or upon the request of one of the parties, to review the operation and adequacy of those security systems and to consider possible improvements thereto.

4. RESPONSIBILITIES OF COMPANY

4.1 COMPANY will administer the SCP/800 software and insure the availability and redundancy of the SCP node to provide the 800-service call processing capabilities at the SCP node. The capabilities of the SCP node must be built according to the requirements in TA-TSY-000029, Service Control Point Generic Requirements.

4.2. COMPANY will insure the availability of SCP/800 application and SCP node for requests from the SMS/800 for information on records that reside in COMPANY's SCP/800 database, for the purpose of assuring record consistency between the SMS/800 and SCP/800.

4.3 COMPANY will provide and maintain the hardware needed to interface with the SMS/800, e.g., the appropriate computer terminals and links. COMPANY will be responsible for monitoring the links. The hardware and link requirements are described in Attachment 3.

4.4 COMPANY will be responsible for protecting and limiting access to its SMS/800 log-on identification code.

4.5 COMPANY must interface with 800 Service Providers to work out agreements on such activities as: loading records in COMPANY's SCPs, blocking vertical features in their SCP, provisioning of reports, and call sampling activities.

4.6 COMPANY shall utilize its SCP(s) to receive customer records downloading and perform SCP node and SCP/800 application administration and network management functions only for those entities identified in Attachment 4 hereto. In the event there is a change in the entities for whom COMPANY is providing such services, COMPANY shall give immediate written notice to BELLCORE, and BELLCORE will adjust the Base Fee and/or Annual Service Fee specified in Attachment 4 in accordance with the formula(s) employed to ascertain said fees.

5. LIMITATIONS ON USE OF THE SMS/800

COMPANY will not perform any functions using the SMS/800 which are not expressly provided for under this Agreement. Any violation of this paragraph 5 is cause for immediate termination of this Agreement by BELLCORE.

6. TRAINING AND USER INFORMATION

6.1 Upon execution of this Agreement, BELLCORE will provide a copy of the SMS user guide to COMPANY. When modifications or enhancements affect existing information, BELLCORE will make available updated information.

6.2 COMPANY may enroll its employees for training on how to use the SMS/800 by contacting BELLCORE Technical Education Center (hereinafter BELLCORE TEC). Notwithstanding paragraph 7.2, BELLCORE TEC will handle student billing and the provision of student training materials. Additional training information shall be provided directly to COMPANY by either BELLCORE TEC or BELLCORE, depending on the amount and/or complexity of the training information.

7. BILLING AND PAYMENT

7.1 COMPANY shall pay BELLCORE for the services BELLCORE renders during the initial calendar year of this Agreement a Base Fee and an Annual Service Fee, in accordance with the Schedule of Charges set forth in Attachment 4 hereto. As to BELLCORE'S services rendered in any calendar year subsequent thereto, COMPANY shall pay BELLCORE an Annual Service Fee pursuant to the methodology and yearly cost estimate set forth in a Schedule of Charges for such services as BELLCORE may issue in writing to COMPANY effective as of January of that year.

7.2 Each month BELLCORE shall submit a bill to COMPANY for services rendered and charges incurred. Such bill will be based on the Schedule of Charges set forth in Attachment 4 (or such revised Schedule of Charges as BELLCORE may issue for any subsequent calendar year), and all other applicable provisions of this Agreement, including, but not limited to paragraphs 7.3 and 7.4 below. COMPANY shall pay BELLCORE, within thirty (30) days after receipt of this bill, an amount in United States currency equal to the amount of the bill.

7.3 Payments to BELLCORE provided for in this Agreement shall, when overdue, be subject to a late payment charge calculated at an annual rate of three percent (3%) over lowest prime rate in effect in New York City as published in *The Wall Street Journal* on the first Monday (or if Monday is a holiday, the next legal business day) following the payment due date. Interest will be compounded daily. If the amount of such interest charge exceeds the maximum permitted by law for such charge, the interest charge shall be reduced to such maximum amount.

7.4 COMPANY will pay or reimburse BELLCORE for any and all sales or use taxes and other similar duties or levies imposed by any authority, government or government agency (other than property taxes and taxes levied on BELLCORE's net income) in connection with the services provided herein. If either party fails to perform its obligations under this paragraph 7.4, the defaulting party agrees, in addition to the aggregate tax liabilities, to pay reasonable expenses incurred by the non-defaulting party in enforcing its rights under this paragraph 7.4, including the non-defaulting party's reasonable attorney's fees, with such expenses not to exceed an amount equal to the aggregate tax liabilities which are the subject of the default.

7.5 COMPANY shall have the right to require BELLCORE to contest with the imposing jurisdiction, at COMPANY's expense, any taxes or assessments which COMPANY may deem to be improperly levied. BELLCORE agrees, on request of COMPANY, to furnish statements evidencing that taxes and assessments for which COMPANY is responsible hereunder have been paid.

7.6 Payment to BELLCORE shall be made (a) via wire transfer (Fedwire) to the following account:

First Fidelity Bank
550 Broad Street
Newark, New Jersey 07192
ABA# - 021200025
For Account of Bell Communications Research, Inc
189-000669-1
Attention: Account Officer
Bell Communications Research, Inc;

or (b) by check, appropriately dated and drawn payable to the order of Bell Communications Research, Inc., which check shall be directed as follows:

Bell Communications Research, Inc.
290 West Mt. Pleasant Avenue
Livingston, New Jersey 07039
Attention: Treasury Manager;

or (c) in such manner as may be approved by both parties in writing.

7.7 Although it is expected that charges to be billed will be on an incurred basis, BELLCORE reserves the right to issue estimated bills in the event of the lack of adequate computer information and data at the time of issuance. Subsequent adjustment bills shall

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be rendered which shall include backup detail, and will be rendered based on incurred costs. All bills will be payable by COMPANY in accordance with paragraphs 7.1 to 7.6 above.

7.8 In case of disputes regarding billing rendered by BELLCORE, COMPANY shall pay such disputed amount in accordance with the provisions of paragraphs 7.2 and 7.3. Should such dispute be resolved in favor of COMPANY, BELLCORE shall refund or credit COMPANY, with interest from the date of payment, the disputed amount. Such interest shall be calculated in the manner specified in paragraph 7.3 hereof.

7.9 BELLCORE shall maintain complete and accurate records of all amounts billable to and payments made by COMPANY hereunder in accordance with standard recognized accounting practices. BELLCORE shall retain such records for a minimum period of two years from the date of final payment for the services provided by BELLCORE under this Agreement. BELLCORE agrees to provide reasonable supporting documentation concerning any disputed amount to COMPANY within thirty (30) days after COMPANY provides written notification of the dispute to BELLCORE.

7.10 COMPANY, through its Internal Audit department, shall have the right to conduct audits of the reliability and integrity of information. COMPANY and its authorized agents and representatives shall have access to records described in paragraph 7.9 above for purposes of such audits during normal business hours, during the term of this Agreement and during the respective periods in which BELLCORE is required to maintain such records.

8. PRICE CHANGES

The charges in Attachment 4 reflect the charges for the services BELLCORE will provide under this Agreement as of its effective date. Any changes to the scope of BELLCORE's services hereunder may result in different charges. If BELLCORE modifies or enhances its services and changes the charges or imposes new charges for them, BELLCORE will give COMPANY sixty (60) days written notice of the new charges. Unless COMPANY terminates this Agreement during the sixty (60) day notice period, the new charges will take effect at the end of that notice period.

9. PROPRIETARY INFORMATION

9.1

- (a) As used in this Agreement, the term "Proprietary Information" shall mean any information or data of a party which is disclosed by that party (the "Disclosing Party") to the other party (the "Receiving Party") under or in contemplation of this Agreement and which:
 - (i) If in tangible form or other media that can be converted to readable form, is clearly marked as confidential or proprietary when disclosed; or
 - (ii) if oral or visual, is identified as confidential or proprietary on disclosure and is summarized in a writing so marked and delivered within ten (10) days following such disclosure.

- (b) Without limiting the generality of subparagraph (a) hereof, BELLCORE's Proprietary Information shall extend to cover all data regarding the operation of the SMS/800, the interfaces that permit COMPANY to connect to and use the SMS/800, all supporting software systems used in conjunction with BELLCORE's provision of the services specified in this Agreement, information displayed on all SMS/800 computer screens accessed by COMPANY (except to the extent specifically excluded in paragraph 9.2 hereof), and all information provided to COMPANY in connection with this Agreement, regardless of whether the same shall be identified or marked as confidential or proprietary.
- (c) Notwithstanding subparagraph (a) hereof, COMPANY's Proprietary Information may extend to cover tables and definitions of SCP node administration and network management parameters and any other related information insofar as such information is capable of being displayed in tabular (or the electronic equivalent thereof) form, but COMPANY's Proprietary Information shall not extend to cover the same information to the extent that is necessary for the provision of 800 service to any 800 service customer(s).

9.2 No information shall be considered Proprietary Information to the extent that the Receiving Party can demonstrate that such information:

- (a) was or becomes available to the public through no breach of this Agreement;
- (b) was previously known by the Receiving Party without any obligation to hold it in confidence;
- (c) is received from a third party free to disclose such information without restriction;
- (d) is independently developed by the Receiving Party without the use of Proprietary Information of the Disclosing Party;
- (e) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization;
- (f) is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- (g) is disclosed in response to a valid order of a court or other governmental body of the United States or any political subdivisions thereof, but only the extent of and for the purposes of such order; provided, however, that the Receiving Party shall first notify the Disclosing Party of the order and permit the Disclosing Party to seek an appropriate protective order.

In addition, Proprietary Information shall not include any 800 number, the status of any 800 number, the name of the entity which is the responsible organization for any 800 number, and COMPANY's trouble referral number.

9.3 With respect to Proprietary Information, the Receiving Party shall:

- (a) use the Proprietary Information only for the purpose(s) set forth in this Agreement;
- (b) restrict disclosure of the Proprietary Information solely to those employees of the Receiving Party and its affiliates with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party;
- (c) advise those employees who gain access to Proprietary Information of their obligations with respect to the Proprietary Information;
- (d) make only the number of copies of the Proprietary Information necessary to disseminate the information to those employees who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Proprietary Information are reproduced in full on such copies; and
- (e) safeguard the Proprietary Information with the same degree of care to avoid unauthorized disclosure as Receiving Party uses to protect its own similar confidential and proprietary information.

9.4 Both parties agree that an impending or existing violation of any provision of this Agreement would cause both parties irreparable injury for which both parties would have no adequate remedy at law, and that both parties shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to both parties.

10. REPRESENTATIONS AND WARRANTIES OF COMPANY

10.1 COMPANY represents and warrants to BELLCORE that it has the right to provide BELLCORE with all information, specifications, and data which it furnishes to BELLCORE under this Agreement.

10.2 COMPANY represents and warrants to BELLCORE that possession and use by BELLCORE of all information, data and specifications which COMPANY furnishes to BELLCORE under this Agreement does not constitute an infringement upon any patent, copyright, trade secret, or other intellectual property right of any third party and that furnishing such information, data and specifications to BELLCORE does not violate any non-disclosure agreements to which COMPANY is a party.

11. BELLCORE'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

11.1 COMPANY agrees and acknowledges that this Agreement is for services only, and does not encompass the sale or license of software, hardware, or any computer system.

11.2 BELLCORE MAKES NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES TO COMPANY OR TO ANY THIRD PARTY

CONCERNING THE QUALITY OF ANY SERVICES PROVIDED UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER OR NOT ANY SUCH WARRANTIES OR GUARANTEES ARISE UNDER THE UNIFORM COMMERCIAL CODE, THE COMMON LAW OR ANY OTHER COURT-MADE OR STATUTORY STATE OR FEDERAL LAW. BELLCORE DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM USAGES OF TRADE, OR AGAINST INTELLECTUAL PROPERTY CLAIMS BY WAY OF INFRINGEMENT.

11.3 BELLCORE DOES NOT PROMISE, WARRANT OR REPRESENT THAT THE SERVICES PROVIDED UNDER THIS AGREEMENT WILL BE ERROR FREE OR THAT THE SMS/800 WILL OPERATE WITHOUT INTERRUPTION.

11.4 EXCEPT AS SPECIFICALLY PROVIDED IN PARAGRAPH 13.5, BELLCORE IS NOT LIABLE FOR DAMAGES INCURRED BY ANY PARTY DUE TO SMS/800 DOWN-TIME, DELAYS OR SECURITY BREACHES OR ERRORS WHICH MAY BE INCURRED IN CONNECTION WITH THE PROVISION OF THE SERVICES DESCRIBED IN THIS AGREEMENT.

12. COMPANY'S OBLIGATION TO INDEMNIFY BELLCORE AND TO PROVIDE INSURANCE WITH REGARD TO POTENTIAL BELLCORE LIABILITY TO THIRD PARTIES

12.1 COMPANY will indemnify BELLCORE against any and all loss or damage, or claim of loss or damage, which any third party (including without limitation any customer of COMPANY) actually or allegedly sustains in connection with or arising out of the services BELLCORE provides to COMPANY under this Agreement, except as to third party claims against BELLCORE for damages solely caused by BELLCORE's negligence.

12.2 Without limiting the scope of COMPANY's obligation to indemnify BELLCORE, COMPANY specifically agrees that it will indemnify BELLCORE against any claim or judgment based upon an allegation, whether proven or unproven, that possession or use by BELLCORE of any information, specifications, or data furnished by COMPANY under this Agreement constitutes an infringement of a patent, copyright, trade secret, or other intellectual property right of any third party.

12.3 Without limiting the scope of COMPANY's obligation to indemnify BELLCORE, COMPANY specifically agrees that it will indemnify BELLCORE against any claim or judgment based upon an allegation, whether proven or unproven, arising from or related to any failure of the SMS/800 to protect data which COMPANY furnishes to BELLCORE under this Agreement.

12.4 The parties shall notify each other in writing of any suits, claims or demands filed against either party by a third party, pertaining to services rendered pursuant to this Agreement, and each party hereto agrees to furnish to the party being sued all reasonable

assistance available for defense against any such suit, claim or demand.

12.5 For purposes of this Agreement:

- (a) "Indemnify" means protect, hold harmless, and defend with counsel acceptable to BELLCORE, at COMPANY's own expense.
- (b) "BELLCORE" includes BELLCORE, its officers, directors, employees, shareholders, consultants and contractors, as well as BELLCORE's owners and their affiliates.
- (c) "Claim" means any direct or indirect loss, obligation, fine, claim, suit, action or proceeding, including but not limited to claims alleging loss or damage resulting from BELLCORE's breach of warranty, negligence, strict liability or otherwise.
- (d) "Judgment" means any judgment, settlement, compromise, or resolution for damages or any other relief resulting therefrom.
- (e) "Loss or damage" means any allegation of loss or damage, whether direct or indirect, consequential or special, including but not limited to personal injury, property damage, economic loss or consequential damages.

12.6 Insurance

- (a) COMPANY will maintain insurance coverage throughout the term of this Agreement, and subsequent to the termination of this Agreement for as long as the services are used and for two years thereafter, in the following types and amounts:
 - (i) Comprehensive General Liability Insurance, including but not limited to blanket contractual insurance specifically insuring for the terms of paragraphs 12.1 through 12.5 of this Agreement, in the amount of at least \$1,000,000 per occurrence for bodily injury and property damage, combined single limit; and
 - (ii) Excess Liability, Commercial Umbrella form -- \$20,000,000; and
 - (iii) Professional errors and omissions insurance in the amount of \$5 million.
- (b) Prior to signing this Agreement, COMPANY will provide BELLCORE with certificates of the insurance specified in paragraph 12.6(a). COMPANY will not cancel any insurance required by paragraph 12.6(a) without giving BELLCORE at least thirty (30) days written notice. COMPANY will list BELLCORE as an additional insured on the insurance policies specified in paragraph 12.6(a) unless BELLCORE agrees to waive such requirements in writing.

- (c) COMPANY may self-insure for the hazards listed in paragraph 12.6(a) upon written notice to BELLCORE and upon approval, in writing, by BELLCORE. Approval by BELLCORE of self-insurance shall not be unreasonably withheld, and shall be based upon BELLCORE's reasonable assessment that COMPANY's (and COMPANY's parent company, subsidiaries and affiliates, if appropriate) net worth, financial history and stability appear to be sufficient to satisfy any obligation COMPANY could reasonably be expected to incur during the term of this Agreement.

13. LIMITATION OF BELLCORE'S LIABILITY

13.1 BELLCORE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUSTAINED BY COMPANY OR BY ANY THIRD PARTY BY REASON OF DEFECTS OR MALFUNCTIONS IN THE HARDWARE OR SOFTWARE PROVIDED BY COMPANY TO ACCESS THE SMS/800, OR BY REASON OF ERRORS MADE BY COMPANY'S PERSONNEL IN CONNECTION WITH ACCESSING THE SMS/800.

13.2 BELLCORE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUSTAINED BY COMPANY OR BY ANY THIRD PARTY BY REASON OF DEFECTS OR MALFUNCTIONS IN ANY SCP, STP, OR SSP, OR ANY OTHER FACILITIES, HARDWARE OR SOFTWARE USED BY LOCAL EXCHANGE CARRIERS, INTEREXCHANGE CARRIERS, OR OTHERS TO PROCESS OR ROUTE CALLS TO 800 SERVICE ACCESS CODE NUMBERS.

13.3 EXCEPT AS PROVIDED IN PARAGRAPH 13.5, BELLCORE IS NOT LIABLE FOR ANY LOSS OF REVENUE OR PROFIT BY COMPANY OR COMPANY'S CUSTOMERS OR FOR ANY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR OUT OF THE USE OF THE SMS/800 OR ANY OF THE SERVICES PROVIDED UNDER THIS AGREEMENT BY ANY PERSON, WHETHER ARISING IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

13.4 BELLCORE will not bill COMPANY for any charges attributable to those capabilities of the SMS/800 which are unavailable during any period that the SMS/800 fails to function properly. If the SMS/800 fails to function properly, BELLCORE shall undertake commercially reasonable efforts to correct the problem in accordance with the procedures set forth in Attachment 2.

13.5 If BELLCORE breaches this Agreement, BELLCORE shall be liable only for COMPANY's (the corporate entity identified in paragraph 1.1(b) hereof) direct damages proximately caused by that breach, up to a maximum of \$100,000 per calendar year.

14. TERMINATION

14.1 COMPANY may terminate this Agreement upon ninety (90) days written notice to BELLCORE. BELLCORE may terminate this Agreement upon one hundred eighty (180) days written notice to COMPANY.

14.2 Either party may terminate this Agreement upon fifteen (15) business days written notice to the other party if the other party fails to comply with any of the provisions of this Agreement. The notice of termination issued pursuant to this paragraph shall specify with as much particularity as possible the failure(s) in compliance for which the notice is issuing. This Agreement will not terminate under this paragraph 14.2, however, if the breaching party remedies such non-compliance to the reasonable satisfaction of the non-breaching party during the fifteen (15) business day notice period.

14.3 This Agreement may be terminated upon written notice by either party if the United States Department of Justice or any judge (whether by appealable order, final judgment, or otherwise), states that the performance of this Agreement or of any service specified here is or may be inconsistent with the terms of the Modification of Final Judgment entered by the United States District Court for the District of Columbia in *United States v. Western Electric Company, et al.*, C.A. No. 82-0192, or if such termination is mandated by any other legal or regulatory requirement.

14.4 Except as may be permitted by paragraph 13.5 hereof, NO TERMINATION OF THIS AGREEMENT WILL BE CAUSE FOR A CLAIM BY COMPANY AGAINST BELLCORE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL.

15. GENERAL

15.1 COMPANY acknowledges and agrees that the terms of paragraphs 11, 12 and 13 are a material part of the consideration bargained for and received by BELLCORE and a material inducement for BELLCORE to enter into this Agreement.

15.2 This Agreement will not prevent either party from entering into any similar Agreement with any third party. It is the intent and agreement of the parties hereto that this Agreement is between BELLCORE and COMPANY only, and nothing herein contained shall confer upon COMPANY's customers any rights against BELLCORE, whether under a third party beneficiary theory or otherwise.

15.3 Nothing contained in this Agreement confers upon either party, expressly or by implication, any right or license to use in advertising, publicity, promotion, marketing, or other such activity, any name, trade name, trademark, or other designation (including any abbreviation, contraction, or simulation thereof) of the other or of any BELLCORE shareholder or shareholder affiliate.

15.4 BELLCORE may assign this Agreement to a successor NASC administrator upon one hundred eighty (180) days prior written notice to COMPANY provided that to the

reasonable satisfaction of BELLCORE the following criteria are met,

The successor NASC administrator shall have:

1. a corporate history and characteristics of financial and business strength that will support a strong contract performance;
2. corporate accomplishments, capabilities believed to demonstrate a strong foundation for managing and operating the NASC;
3. a service orientation and appreciation of SMS user time and revenue - sensitive concerns; and
4. capability of providing functionally comparable services.

COMPANY may assign this Agreement with the prior written consent of BELLCORE, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this paragraph will be void. All rights and obligations under this Agreement inure to the benefit of and are binding upon the heirs, successors, and permitted assigns of the parties.

15.5 Any notice or other written communication required or permitted to be given by one party to the other will be considered to have been delivered five (5) business days after the notice is sent by registered mail addressed to the attention of the other party's SMS/800 Coordinator, specified below. Either party may change its SMS/800 Coordinator upon ten (10) days written notice to the other party.

a. COMPANY's SMS/800 Coordinator is:

5

b. BELLCORE's SMS/800 Coordinator is:

Division Manager - Network Administration
Bell Communications Research, Inc.
435 South Street, Room 1N129
Morristown, New Jersey 07960-1961

15.6 For any questions regarding billing, COMPANY should contact:

Division Manager - Contract Administration and Billing
Bell Communications Research, Inc.
290 West Mount Pleasant Avenue
P.O. Box 486
Livingston, New Jersey 07039-0486
(201) 740-3150

BELLCORE may change the billing contact specified in this paragraph on ten (10) days written notice to COMPANY.

15.7 If COMPANY is required to enter BELLCORE buildings in connection with activities related to this Agreement, COMPANY's right to enter those buildings will be subject to applicable governmental security laws and BELLCORE's security regulations and procedures.

15.8 Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, failure of carriers or suppliers, government requirement, civil or military authorities, act of God or by the public enemy, or other similar or dissimilar causes beyond the control of COMPANY or BELLCORE. If any force majeure condition occurs, the party delayed or unable to perform shall give reasonable notice to the other party.

15.9 No course of dealing or failure of either party to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

15.10 The express provision herein for certain rights and remedies are in addition to any other legal and equitable rights and remedies to which the nondefaulting party would otherwise be entitled.

15.11 This Agreement and its Attachments, which are incorporated herein by reference, embodies the entire understanding and agreement of the parties with respect to the subject matter hereof, and, except to the extent specifically authorized by the terms of the Agreement, no revision, modification, or amendment of this Agreement or any Attachment will be of any effect unless in writing and signed by authorized representatives of COMPANY and BELLCORE.

15.12 Paragraph headings are inserted for convenience of reference only, and are not

intended to be a part of or to affect the meaning or interpretation of this Agreement.

15.13 This Agreement will be construed and enforced in accordance with the laws of the State of New Jersey, except for the conflicts of law provisions thereof, and COMPANY agrees to be subject to the jurisdiction of the courts in the State of New Jersey in the event a suit is commenced in connection with this Agreement.

15.14 Unless specifically stated to be business days, the use of the word "days" shall mean "calendar days."

15.15 This Agreement is effective as of January 1, 1991.

15.16 BELLCORE represents and warrants to COMPANY that the terms and conditions of this Agreement, including prices, are not different from the terms and conditions of agreements between BELLCORE and other contracting parties for the same products and/or services. In the event of a disparity between this Agreement and any such similar Agreement, BELLCORE shall notify COMPANY and make available to COMPANY such different term(s) and conditions(s). Upon request, BELLCORE will certify to COMPANY BELLCORE's compliance with this paragraph.

IN WITNESS WHEREOF, and intending to be bound by the terms of this Agreement, BELLCORE and COMPANY have caused this Agreement to be signed by their authorized representatives:

THE SOUTHERN NEW ENGLAND
TELEPHONE COMPANY

By: *Roderic F. Neal*

Name: *Roderic F. Neal*

Title: *SVP - Network Services*

Date: *7-31-92*

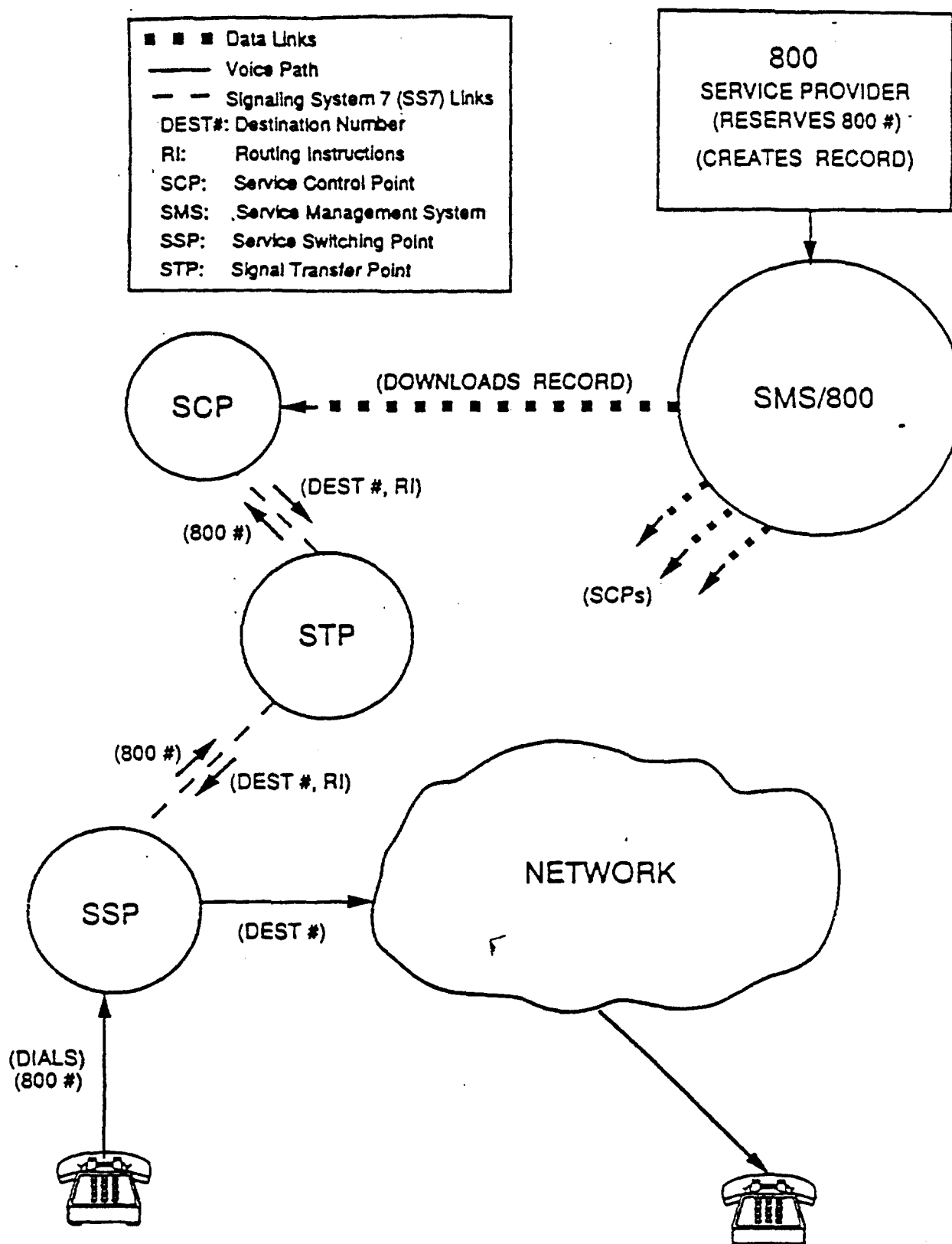
BELL COMMUNICATIONS
RESEARCH, INC.

By: *Edward G. Grogan*

Name: Edward G. Grogan

Title: Senior VP - Finance
& Administration

Date: *9/9/92*



800 DATA BASE SERVICE BASIC SYSTEM ARCHITECTURE

DESCRIPTION OF SERVICES TO BE PROVIDED BY BELLCORE

I. SMS/800 Access

As shown in Attachment 1, the SMS/800 will download customer records to the appropriate SCPs. BELLCORE's 800 Number Administration and Service Center (800 NASC) will provide access to the SMS/800 and this access will give the 800 Service Control Point (SCP) Owner/Operator the ability to perform:

SCP Administration

The SMS/800 provides the 800 SCP Owner/Operator the ability to configure and administer the 800 Service SCP network. This includes the administration of Call Sampling permissions, 800 Service Application Sampling, and control of Vertical Features within their SCP.

800 Service Network Management

The 800 SCP Owner/Operator will have the ability to optimize the 800 SCP network by utilizing Network Management (NM) techniques. This includes the ability to implement NM controls for overload and excessive/mass calling, and to control 800 Service calling based on the 800 Number or the interexchange carrier (IC).

II. Training

Training courses for SMS/800 users, SMS800DB and SMS800NM, are currently available from BELLCORE's Technical Educational Center (BELLCORE TEC). The 800 NASC will provide updates to course materials and training methods as new releases and system changes occur. Training updates will also be sent directly to the 800 SCP Owner/Operator.

III. Operating Assistance

1. BELLCORE, through the NASC, will provide coverage at the 800 NASC location for assistance to the 800 SCP Owner/Operator, with regard to the operation of the SMS/800, from 8:00 AM through 8:00 PM Eastern Time, Monday through Friday, except for the holidays listed below. Off-hour and week-end coverage will be provided by means of a "beeper" paging capability. Information concerning assistance during off-hours and weekends will be provided to 800 SCP Owner/Operator after execution of this Agreement.

Holiday List:

New Years Day	Washington's Birthday	Memorial Day
Independence Day	Labor Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day	

Note: The actual dates of observation will vary from year to year but will coincide with the national observation date. Users will be notified one month in advance if there are any changes.

2. The on-line assistance specified in Paragraph 1 above will include assistance in resolving problems with SMS/800 access, download of customers records, and other conditions associated with the capabilities of the 800 SCP Owner/Operator's SMS/800 access.
3. BELLCORE will provide advance notice to 800 SCP Owner/Operator of any changes in the screens used to input data into the SMS/800. BELLCORE will also notify 800 Service SCP Owner/Operator of any significant retraining as may be required by a major update, modification, and/or enhancement to any SMS/800 procedures which affect 800 SCP Owner/Operator. The scheduling of any necessary retraining will be handled through BELLCORE Technical Education Center.

4. BELLCORE will build and maintain internal tables in the SMS/800 which will validate some of the items input by 800 SCP Owner/Operator.

IV. Operational Objectives

- Software release acceptance testing will be completed before the scheduled release date. If testing will not be completed as scheduled, users will be notified of the new release date two weeks before the original release date.
- Under normal operating conditions, the SMS/800 system will be accessible 22 hours/day, 7 days/week, except for planned down-time.

V. Reports

Reports available to the 800 SCP Owner/Operator are listed on the following page. All of these reports can be printed on a defined printer with a dedicated access arrangement. Some reports can also be viewed on the terminal screen. Reports designated with a (P) are print only and are not viewable.

All reports on this list are also available in hard copy from BELLCORE. Upon 800 SCP Owner/Operator request, BELLCORE will obtain and mail any of these reports to 800 SCP Owner/Operator.

Reports available in Release 3.1 are:

- | | |
|--------------------------------|----------------------------|
| • ALLOWABLE CR FEATURES (P) | • NUMBER LIST CHANGE SUM |
| • AOS LABEL LIST | • NXX LIST (P) |
| • APPLICATION MEASUREMENTS (P) | • NXX LIST AUDIT (P) |
| • APPLICATION SAMPLE: | • OUT OF AREA SUM (P) |
| • DAY OF WEEK SUM (P) | • POTS# TO 800# INQUIRY |
| • TIME OF DAY SUM (P) | • PRINTER LIST |
| • FINAL DISPOSITION SUM (P) | • RAO-TELCO LIST |
| • CARRIER 800-NXX LIST | • RESP ORG LIST |
| • CARRIER CONTROL SETTINGS (P) | • SCP LIST |
| • CARRIER INFORMATION | • SCP STATUS |
| • CCS NETWORK-LATA | • SCP STATUS AUDIT (P) |
| • CCS NETWORK-STATE-NPA | • SCP VALUES AUDIT (P) |
| • DAILY CR ACTIVATION SUM (P) | • SPECIAL STUDIES LIST (P) |
| • DA NPA SELECTION LIST (P) | • SPECIAL STUDIES SUM |
| • ELECTRONIC MAILING LIST | • SSP LIST (P) |
| • EXECUTION ERROR SUM | • SSP LIST ERROR SUM |
| • LOW SAMPLE SPACE SUM | • SSP OVERFLOW SUM |
| • MANUAL CONTROL LIST (P) | • TELEPHONE COMPANY LIST |
| • MASS CALLING SUM (P) | • VACANT CODE SUM |
| • MISROUTED QUERIES SUM | |
| • NETWORK CONTROL AUDIT (P) | |

VI. Bellcore's Response to Problems

The following describes the actions which BELLCORE will take if certain types of problems arise in connection with 800 SCP Owner/Operator's use of the SMS/800.

1. 800 SCP Owner/Operator Cannot Log On To The SMS/800.

- a. 800 SCP Owner/Operator Gets Blank Computer Screen. The most likely cause of a blank computer screen when attempting to log on to the SMS/800 is a problem in 800 SCP Owner/Operator's hardware, software, or communications links, rather than the SMS/800 or associated equipment. As a result, if a blank screen occurs when 800 SCP Owner/Operator attempts to log on to the SMS/800, 800 SCP Owner/Operator should first check its own equipment and communications links before calling for help. If, however, 800 SCP Owner/Operator's equipment and communications links appear to be working, 800 SCP Owner/Operator should call the Kansas City Data Center ("KCDC") and advise the KCDC of the problem.

KCDC personnel will determine whether the problem is in the SMS/800 and/or related equipment at the KCDC. If not, KCDC personnel will tell 800 SCP Owner/Operator that the problem is with some part of 800 SCP Owner/Operator's equipment and/or communications links, and will make reasonable efforts to help 800 SCP Owner/Operator identify the specific source of the problem. If the problem is in the SMS/800 and/or related equipment, KCDC personnel will so advise 800 SCP Owner/Operator and will take appropriate reasonable steps to attempt to correct the problem. 800 SCP Owner/Operator will receive updates regarding the status of the problem at reasonable intervals until the problem is resolved or an alternative access arrangement for 800 SCP Owner/Operator is put into place, whichever occurs first.

- b. 800 SCP Owner/Operator Receives Logon Screen From SMS/800 But Cannot Log On To The System.

The most likely cause of an inability to log on to the SMS/800 even though a logon screen is displayed is the use by 800 SCP Owner/Operator of invalid logon or identification codes or passwords. As a result, 800 SCP Owner/Operator should first ensure that the codes and/or passwords being entered are accurate and current before calling for help.

If 800 SCP Owner/Operator is using codes and/or passwords which appear to be valid, then 800 SCP Owner/Operator should call BELLCORE's Systems Support group at the NASC. After 800 SCP Owner/Operator has explained the problem, BELLCORE personnel will attempt to recreate the problem from a BELLCORE SMS/800 access terminal, in order to diagnose its cause. Once BELLCORE identifies the cause of the problem or determines that it cannot, within a reasonable time, identify the cause, BELLCORE will take reasonable steps to solve the problem, including, if necessary, issuing 800 SCP Owner/Operator temporary logon identification code(s) and/or password(s).

If BELLCORE is unable to solve the problem immediately, BELLCORE personnel will advise 800 SCP Owner/Operator of the status of the problem at agreed-upon intervals until the problem is resolved or an alternative access arrangement for 800 SCP Owner/Operator is put into place, whichever occurs first.

2. 800 SCP Owner/Operator Cannot Perform SCP Administration Functions And/Or 800 Service Network Management Functions.

Once 800 SCP Owner/Operator is logged on to the SMS/800, the most common cause of an inability to perform otherwise permitted SMS/800 functions is a failure to enter the data and/or commands called for by the SMS/800. As a result, 800 SCP Owner/Operator should review the SMS/800 users guide and any other training materials to ensure that appropriate data and/or commands are being entered.

If 800 SCP Owner/Operator is using data and/or commands that appear to be valid, then 800 Service provider should call BELLCORE's User Support group at the NASC. After 800 SCP Owner/Operator has explained the problem, BELLCORE personnel will attempt to recreate the problem from a BELLCORE SMS/800 access terminal, in order to diagnose its cause.

If BELLCORE cannot solve the problem, BELLCORE's response will depend upon the scope of the problem.

BELLCORE will make a record of the problem and will attempt to diagnose its cause and implement any needed corrective action on a schedule determined by BELLCORE after consulting with 800 SCP Owner/Operator.

If the problem affects all 800 SCP Owner Operators, rather than only one then BELLCORE will take reasonable steps to devise a way for 800 SCP Owner/Operators to perform the desired functions using alternative command sequences or data. If BELLCORE cannot devise such an alternative method, then BELLCORE shall determine whether the problem reflects an error or malfunctions in the SMS/800 or an error in the explanation of the SMS/800's capabilities (e.g., an error in training materials indicating that a particular series of commands is valid when, in fact, the SMS/800 will not accept those commands).

If the problem reflects an error in the explanation of the capabilities of the SMS/800, then BELLCORE will explain the limitations on the capabilities of the SMS/800 and will advise 800 SCP Owner/Operator in writing within one week.

If the problem reflects an error or malfunction of the SMS/800, then BELLCORE will make reasonable efforts to correct the malfunction by correcting the software and/or hardware of the SMS/800, as appropriate, within a reasonable time. In this case, BELLCORE personnel will advise 800 SCP Owner/Operator of the status of the problem at an agreed-upon interval until the problem is resolved.

3. **Unscheduled SMS/800 Downtime.**

Scheduled SMS/800 system downtime is neither an error nor a system malfunction. Routine scheduled system downtime will occur every day for a period of two hours between approximately 1:00 Am and 3:00 AM Central Time. 800 SCP Owner/Operator will be advised of non-routine scheduled downtime at least 24 hours in advance by means of an electronic mail message sent over the SMS/800's electronic mail system.

BELLCORE will treat unscheduled SMS/800 system downtime as a problem of the highest priority, and if such downtime occurs, KCDC personnel will work 24 hours a day, seven days a week to recover the SMS/800. 800 SCP Owner/Operator will be able to learn the status of efforts to recover the system by calling the 800 NASC hotline number. The system status messages will be updated at least once every two hours until the system is recovered.

If, in the judgment of BELLCORE and the KCDC, the primary and backup SMS/800 systems in Kansas City, Missouri cannot be recovered in a reasonable time, then the backup SMS/800 system in St. Louis, Missouri will be activated. The decision to activate the St. Louis backup SMS/800 shall be made in the sole discretion of BELLCORE and the KCDC.